



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington
Tuesday, October 18, 2022 at 5:30 PM

AGENDA

CALL TO ORDER

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, chair; Daron Trussell, Bob Newby, Gerald Cook

- [1.](#) Hear Presentation from Avenu Insights & Analytics and Consider Possible Contract

DEVELOPMENT SERVICES COMMITTEE

Gerald Cook, chair; Justin Haschke, David Baskett, Mark McClinton

- [2.](#) Discuss TIRZ 1D and 1E
3. Discuss TIRZ 2
4. Discuss Potential Occupancy Limits Relating to Residential Structures to Determine if Further Action is Warranted
- [5.](#) Review a Draft Ordinance Relating to the Multifamily Permitting and Inspection Program Funded for FY 2022-2023.

FINANCE COMMITTEE

Justin Haschke, chair; Ricky Thurman, David Baskett, Mark McClinton

- [6.](#) Consider approval of Municipal Court Collections Contract

PARKS AND LEISURE SERVICES COMMITTEE

David Baskett, chair; Justin Haschke, Bob Newby, Gerald Cook

7. Receive Update on the Parks Master Plan

PERSONNEL COMMITTEE

Ricky Thurman, chair; Justin Haschke, Gerald Cook, Mark McClinton

8. Discuss Performance Evaluation and Pay Policy

PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, chair; LeAnn Durfey, Daron Trussell, Ricky Thurman

- [9.](#) Consider a New Contract Award for EMS Billing

PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Ricky Thurman, David Baskett

- [10.](#) Review Long Street Reconstruction Bid
- [11.](#) Review Eastside Sewer - Phase I Project
12. Consider Approval of Contract with Delisi Communications for Consulting Services

ADJOURN

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (the “Agreement”) is made as of _____ (“Effective Date”) by and between _____ a municipal corporation of the State of NM (“TOWN”) and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company, (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide TOWN with the Services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, TOWN will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three years (3) following the date of execution, and automatically renew for two (2) successive one (1)-year terms if neither party has cancelled (the “Term”). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if TOWN has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by TOWN to secure the necessary funding and if no substitute arrangement is made by TOWN to obtain the same or similar System or Services from another source. TOWN agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, TOWN shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the TOWN’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the TOWN shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the TOWN. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party

arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the TOWN. TOWN understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to TOWN's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold TOWN harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to TOWN:

City of

Attn: Phone: Email:

If to CONSULTANT:

Avenu Insights & Analytics, LLC

Attn: Contracts Department

5860 Trinity Parkway., Suite 120

Centreville, VA 20120

Email: contracts@avenuinsights.com

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager

PO Box 1896, Weatherford, TX 76086

Phone: 817-771-4066 Email: Brenda.anderson@avenuinsights.com

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the TOWN. "CONSULTANT's performance" includes CONSULTANT's action or inaction and the action or inaction of CONSULTANT's officers, employees, agents and subcontractors.

8. Limitation of Liability: **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE TOWN'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE TOWN AND CONSULTANT'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**
9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the TOWN, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the TOWN, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of TOWN, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of TOWN to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable,

or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the TOWN at the moment of their completed preparation.

13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any TOWN-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and TOWN are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to TOWN except as provided under this Agreement.
17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or

unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“TOWN”
City of
a Municipal Corporation

“CONSULTANT”
Avenu Insights & Analytics, LLC
a Delaware limited liability company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Confidential/Subject to Change

EXHIBIT A – STATEMENT OF WORK

SHORT-TERM RENTAL MONITORING AND IDENTIFICATION SERVICES, SHORT-TERM RENTAL AND HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES, AND DISCOVERY/RECOVERY SERVICES

This Statement of Work is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and the Town _____ (“TOWN”).

A.1 SHORT-TERM RENTAL MONITORING AND IDENTIFICATION SERVICES

Scope of Work

AVENU’s Short Term Rental Monitoring and Identification Services are designed to assist TOWN in collecting its short-term rental/ lodging tax revenues by capturing payments, documenting correspondence, and invoicing for lodging tax errors thereby capturing the revenue for TOWN. Using its Short-Term Rental Compliance Software, Avenu will be responsible for providing the following modules and components as part of this agreement:

Targeted Web Monitoring

- Data collection and archiving from over eighty (80) different short-term rental websites including Airbnb, HomeAway, Flipkey, Booking, Vacasa, Evolve, Corporate Housing, Craigslist
- Data collection from at least two (2) unique local popular sites based on search engine ranking
- Data collection is run at least four (4) times per week; staggered over day, night, weekday, and weekend
- Collect and store calendar availability data for at least six (6) months each time listing data is collected
- De-duplication assistance with STR listings and photos up to ten (10) listings at a time on one screen
- Archive and estimate gross revenue via review or calendar bookings for a thirty-six (36) month retrospective view
- Identify STR calendar booked periods less than thirty-one (31) nights in a row
- Generate statistics on room type, occupancy rate, dynamic heat maps, nightly rates, and other metadata in a dashboard report
- Capture of time stamped STR listings data in HTML, PNG, JPG, or PDF, reviews in JSON format
- Capture of calendar data in database format, and exportable to CSV
- Detect names of the operator(s) in the reviews and count their occurrences
- Automated STR Licensee cross-checking via geo-locating and metadata match

Web Portal

- 24/7 accessible web-portal with keyword-search by username, address, business name, listing ID, license number
- Log into a secured, password-protected web-based graphical user interface
- Compatible with desktop, tablet, and mobile version of internet browsers
- Schedule downloads and delivery by email of STR reports
- Navigate listings by keyword search and by interactive map with dynamic filtering
- Display of radius and distance to nearest STR (100-1000 feet radius) on Map
- Report statistics by neighborhood, HOA, or council ward
- Reporting on sixty-seven (67) different data points
- Reporting on calendar occupancy for a three (3) month period in table format including weekend bookings
- Generate Dynamic ad-hoc reports with up to twenty-six (26) data columns and up to twenty (20) different filters
- Dynamic Highlighting of keywords within reviews
- Generate seven (7) different reporting templates with six (6) different filters
- Enter notes and compliance activity on forty (40) dissimilar categories of compliance
- Customer Support and Language in English or Spanish
- Generate a mailout of non-compliant STR operators within the interface
- Programmable REST-based API communicating via JSON objects
- Comparison View to compare up to ten (10) STR listings with thumbnail photos at the same time
- Image Scene classification tags on photos (living room, kitchen, bathroom, swimming pool)
- Similar Images matching engine and Clustering STR listings by similar images engine around a street address up to five hundred (500) listings.

Identification Services

- Validate STR listing data with at least two (2) different data points to public records; one for the operator, and one for the property
- Supporting evidence data points are provided up-front and ready for download for the customer without the customer requesting it
- Correctly Identify single-family-dwelling STR listings with full name and exact street address at least ninety-five percent (95%) of the time, and at least ninety-five percent (95%) of the single-family-dwelling STR inventory
- Identify multi-family-dwelling STR listings with full name, exact address including unit number at least seventy-five (75%) of the time and at least seventy-five (75%) of the multi-family-dwelling STR inventory
- 24/7 Hotline, fielding all tips, complaints, and violations from residents, in regard to disruptions at a short-term rental property. These violations are tracked and maintained in the STR database and become part of the compliance activity for a property. The AVENU staff will receive these

violation calls and be the first line of defense to quickly resolve the complaint and will escalate to other agencies when warranted.

Deliverables

- Provide client with a login access to the Short-Term Rental Compliance System that allows Client the ability to view and review Short-Term Rental activities for properties within Client's geographical location.
- Perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
- Provide the initial online seminar style education and training on the System. Education and training may include on-site sessions of Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the System. TOWN may request that AVENU provide on-site additional training. If AVENU and TOWN agree on the scope of the additional training services requested, then AVENU shall provide the additional training on a Time and Materials basis. Depending on the personnel assigned to perform the training, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Town Assistance

Town shall assist Avenu by providing necessary information and assistance to include, but not be limited to, the following:

Prior to the start of the work to be performed, provide Avenu with

- the most recent registration to collect the tax and
- returns for the time period requested as needed to compile a historical database for the period of the statute of limitations.
- all existing Short-Term Rental Permit, License and Tax records to be converted in a file format agreed to by the AVENU and a time specified in the implementation plan.
- Provide a copy of all ordinances related to short term rental, hotel occupancy, lodging tax, permits and or business registration.
- Provide Town shape file (boundary file)
- If applicable, provide most recent sales tax and business license registry and payment history for the prior three (3) years.
- Inform AVENU of any circumstances concerning current existing payees.
- Inform AVENU of the development of new lodging properties no later than the Certificate of Occupancy being granted.
- Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals.
- Undergo training in the use of online applications.
- Provide authorization for AVENU to act as an agent of the Client to accept Registrations, Applications, Tax Returns, payments and to pursue compliance/collection efforts.

- Provide notification of payment receipt from non-compliant entities identified within two (2) business days of receipt.

A.2 TAX ADMINISTRATION SERVICES

Scope of Work

The Tax Administration Services offer a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up, and reporting of the local short-term rental/ lodging tax/hotel occupancy tax. These services include all correspondence, forms, and other such services to ensure appropriate and timely remittance of the tax

Remittance Processing

- Taxes Processed: AVENU will perform remittance processing for taxes as designated by the TOWN.
- Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known lodging providers (“Taxpayer(s)”). Taxpayers will remit payments as indicated in Attachment A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to TOWN, AVENU may change the address for payments. Online filing and remittance using standard AVENU formatting is provided for the Taxpayers convenience.
- Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the TOWN for each type of tax collected
- Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to the payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
- Taxpayer Support: Avenu will provide a toll-free support number and provide taxpayer assistance Monday-Friday 7:30a.m.-4:30p.m CST. Taxpayer support inquiries will be handled in the order in which received. During peak volume taxpayers will be provided with an option to leave their number and receive an automated return call without losing their place in line or they may choose to remain on hold for the next available agent.
- Changes to Attachment A: The TOWN shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the TOWN, then the TOWN shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the TOWN.

Compliance Services

- **Taxes Reviewed:** AVENU will perform compliance services for taxes designated by TOWN under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the TOWN, AVENU will make reasonable efforts to collect taxes designated by the TOWN hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third-party collection.
- **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly and consistently, and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to TOWN in the same manner as provided for pursuant to the Remittance Processing section above.

Short-Term Rental Services

- 24/7 Hotline and portal
- Short-Term Rental registration services
- Advanced filing portal
- Print and Mail services (Registration, Citation, Violation Notices, Licenses, Renewals, Postage)
- Permitting/Licensing
- Short-Term Rental delinquency outreach

Deliverables

- AVENU will make available to TOWN detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.
- AVENU will provide the TOWN with monthly reports via the online government services portal including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the TOWN's account numbers and all fees paid to AVENU. These reports will be provided by the 10th business day of the month following the tax month.

Town Assistance

TOWN shall assist AVENU by providing necessary information and assistance to include, but not be limited to, the following:

- **Distribution Confirmation:** The TOWN will fill in the account information requested on Attachment A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Attachment A, the TOWN shall immediately notify AVENU in writing of all changes in amounts to be deposited into the accounts of designated recipients.
- **Changes to Attachment A:** The TOWN shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Attachment A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU

shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the TOWN, then the TOWN shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure that designated recipients receive the amounts intended by the TOWN.

- **Tax Change Notification:** In the event of any change to the tax rates being administered the TOWN must provide notification ninety (90) days prior to the effective date of the tax change. Tax change include but are not limited to the following: rate increase, rate decreases, expiration of special tax districts, levy of new taxes, discontinuation of a current tax, modification of tax boundaries or creation of any special tax districts and/or events.
- TOWN agrees to examine reports immediately. If no error is reported by the TOWN to Avenu within thirty (30) days, the statement will be deemed accurate.
- *See also TOWN Assistance section for Short-Term Rental Monitoring and Identification Services.*

A.3 DISCOVERY/RECOVERY SERVICES

Scope of Work

Discovery/Recovery Services are designed to provide a full-service solution to the TOWN'S lodging tax and Short-Term Rental enforcement procedures. It does not replace current functions but provides a focused and fulltime solution to the identification of entities subject to taxation and/or registration by the TOWN, which are not properly registered, or otherwise not reporting lodging taxes to the TOWN. In performing the Discovery Services, AVENU shall:

- Establish a comprehensive inventory of the entities subject to taxation by the TOWN and the database elements needed to facilitate a comprehensive comparative analysis with the TOWN'S records of those entities that are properly registered.
- Compare AVENU'S database of business records with the TOWN'S records to identify potential non-reporting and non-registered entities subject to taxation.
- For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the TOWN'S applicable registration forms.
- Invoice entities (including supporting documentation) on behalf of the TOWN for the amount of identified deficiencies, with payment to be remitted to AVENU.
- Exhaust all reasonable efforts to collaborate with the taxpayer in submitting registration forms correctly.
- Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the TOWN as agreed upon in the workplan. (AVENU shall follow the TOWN'S business rules in collecting partial payments or the tax in full at the TOWN'S direction.).
- Provide call center open during normal business hours (7:30a.m.-4:30p.m CST.) to assist entities with questions concerning application of the TOWN'S taxes, and reporting and remittance requirements.
- Educate entities regarding the TOWN'S reporting requirements to prevent recurring deficiencies in future years.

Deliverables

Throughout the course of the agreement, AVENU will:

- Provide reports addressing each taxpayer who have failed to register and/or report appropriate taxes due.
- Provide a detail payment listing showing all taxes and fees paid to Avenu.
- Monitor and analyze the tax registry files of TOWN quarterly/annually.
- Remit payment to the TOWN for funds received on behalf of the TOWN no less than once per month on or before the tenth (10th) day of the month following collection.

Town Assistance

TOWN shall assist AVENU by providing necessary information and assistance to include, but not be limited to, the following:

- *See TOWN Assistance Section for Short-Term Rental Monitoring and Identification Services.*

Confidential/Subject to Change

EXHIBIT B

PAYMENT AND RATES SCHEDULE

**SHORT TERM RENTAL MONITORING AND IDENTIFICATION SERVICES,
SHORT-TERM RENTAL AND HOTEL OCCUPANCY TAX ADMINISTRATION
SERVICES, AND
DISCOVERY/RECOVERY SERVICES**

This Payment and Rates Schedule is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and Town of _____ (“TOWN”).

B.1 & B.2 SHORT-TERM RENTAL MONITORING AND IDENTIFICATION SERVICES AND SHORT-TERM RENTAL AND HOTEL OCCUPANCY TAX ADMINISTRATION SERVICES (Bundled Pricing)

The Short-Term Rental Monitoring and Identification Services and the Short-Term Rental and Hotel Occupancy Tax Administration Services shall be provided for a one-time Short-Term Rental setup fee of \$5,000 and an annual fixed fee of (\$255) per property with an annual minimum fee of \$15,000. Fees are invoiced and due at the beginning of each contract year based on the total number of known and registered properties.

B.3 DISCOVERY/RECOVERY SERVICES

The Discovery/Recovery Services (exclusive of a reasonable processing fee and all ACH and Credit Card fees charged for collection, which shall be paid by the Taxpayer directly to AVENU) shall be provided for a contingency fee of forty-five percent (45%) of the additional delinquent revenue received by TOWN for the services. The 45% contingency fee shall apply to the current tax year and/or period, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by TOWN. The term “current tax year/period” shall mean the most recent tax year or tax period for which local taxes are due and payable to TOWN, and in which AVENU has identified deficiencies.

ADDITIONAL CONSULTING

TOWN may request that AVENU provide additional consulting services at any time during the term of this Agreement. If AVENU and TOWN agree on the scope of the additional consulting services requested, then AVENU shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

The following are sample hourly rates based on the job classification:

- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$160 per hour
- Operational Support:
 - Director or Manager: \$175 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

TRAVEL AND OUT-OF-POCKET

TOWN shall reimburse AVENU for reasonable travel and other out-of-pocket expenses associated with the performance of the field audits including but not limited to lodging, parking, mileage, per diem, etc. (Mileage and per diem shall be according to IRS regulations). Such reimbursement shall be billed incrementally.

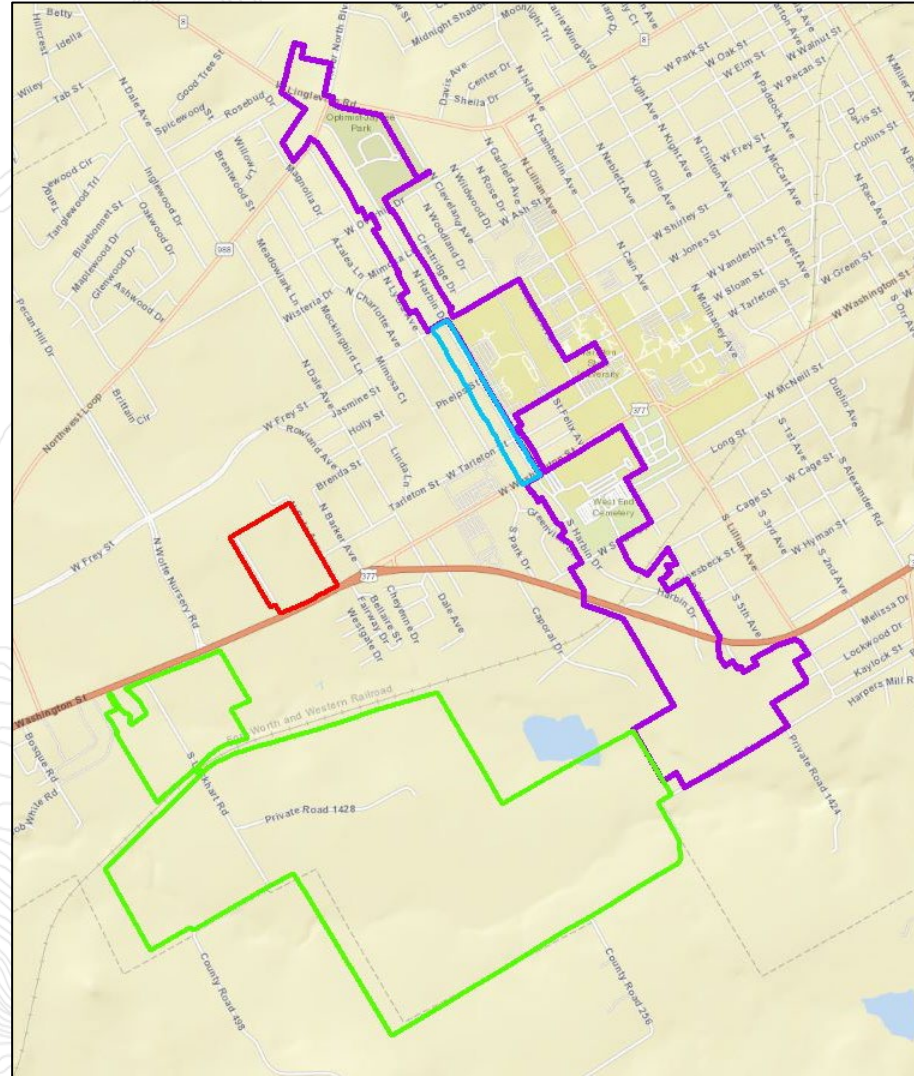
City of Stephenville TIRZ Discussion

OCTOBER 18, 2022

TIRZ #1 Amendment

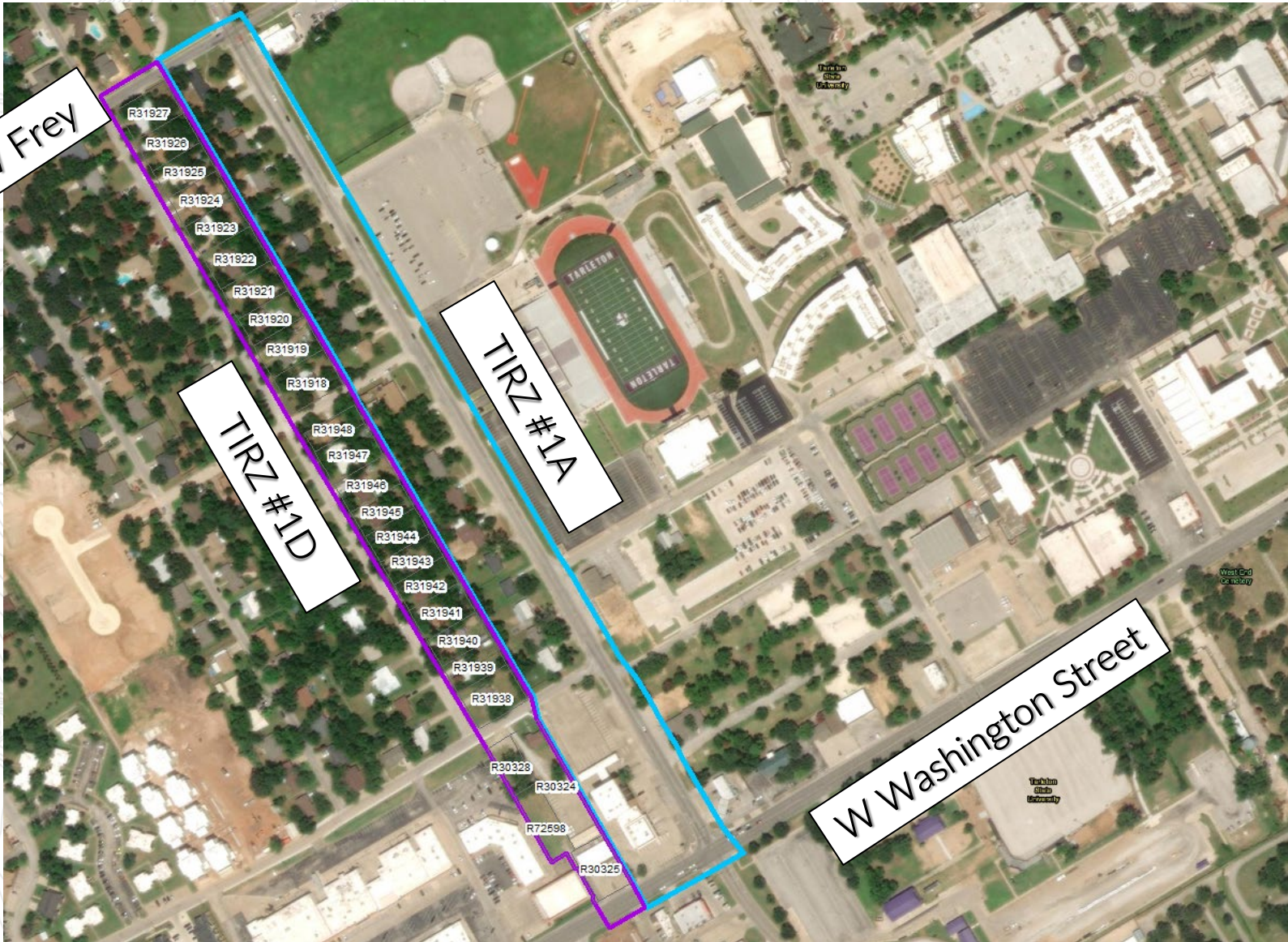
TIRZ #1 BACKGROUND

- April 25, 2019: TIRZ #1
 - *Washington Commons*
- July 23, 2019: TIRZ #1A
 - *Harbin Road Retail*
- February 4, 2020: TIRZ #1B
 - *Surrounding Harbin Road development*
- May 4, 2021: TIRZ #1C
 - *The Stable*
- Terminating December 31, 2045



TIRZ #1D – *Extension of Harbin Road Retail*

Item 2.



TIRZ #1

TIRZ #1E – *Frye Street Extension*

Item 2.

DAVID PETTIT
Economic Development



TIRZ #1

PROPOSED TIRZ #1 PARTICIPATION

- City of Stephenville contributing 100% of its real property increment and 100% of the sales tax increment within the boundaries of **TIRZ #1, #1A, and #1B** *and *Proposed TIRZ #1D**
- Stephenville Economic Development Authority (SEDA) contributing 100% of its sales tax increment within the original boundaries, **TIRZ #1 only**, in accordance with the interlocal agreement with the City of Stephenville that was approved by SEDA on May 3, 2019, and the City Council on May 7, 2019
- City of Stephenville contributing **35%** of its real property increment and **50%** of the sales tax increment within the boundaries of **TIRZ #1C** *and *Proposed TIRZ #1E**

PROPOSED DEVELOPMENT – TIRZ #1E *(Frye Street Extension)*

Item 2.



DAVID PETTIT
Economic Development

	Projected Completion Date	Square Feet	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
TIRZ 1E						
RETAIL	2026	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2026	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2027	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2028	25,000	\$ 75	\$ 1,875,000	\$ 200	\$ 5,000,000
RETAIL	2029	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2029	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2030	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2030	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2031	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2032	25,000	\$ 75	\$ 1,875,000	\$ 200	\$ 5,000,000
RETAIL	2033	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2033	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2034	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2034	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2035	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2036	25,000	\$ 75	\$ 1,875,000	\$ 200	\$ 5,000,000
RETAIL	2037	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2037	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
RETAIL	2038	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2038	4,500	\$ 300	\$ 1,350,000	\$ 750	\$ 3,375,000
RETAIL	2039	15,000	\$ 100	\$ 1,500,000	\$ 200	\$ 3,000,000
Total		229,500		\$ 30,975,000		\$73,125,000

TIRZ #1

TIRZ #1 PROPOSED TIRZ REVENUE

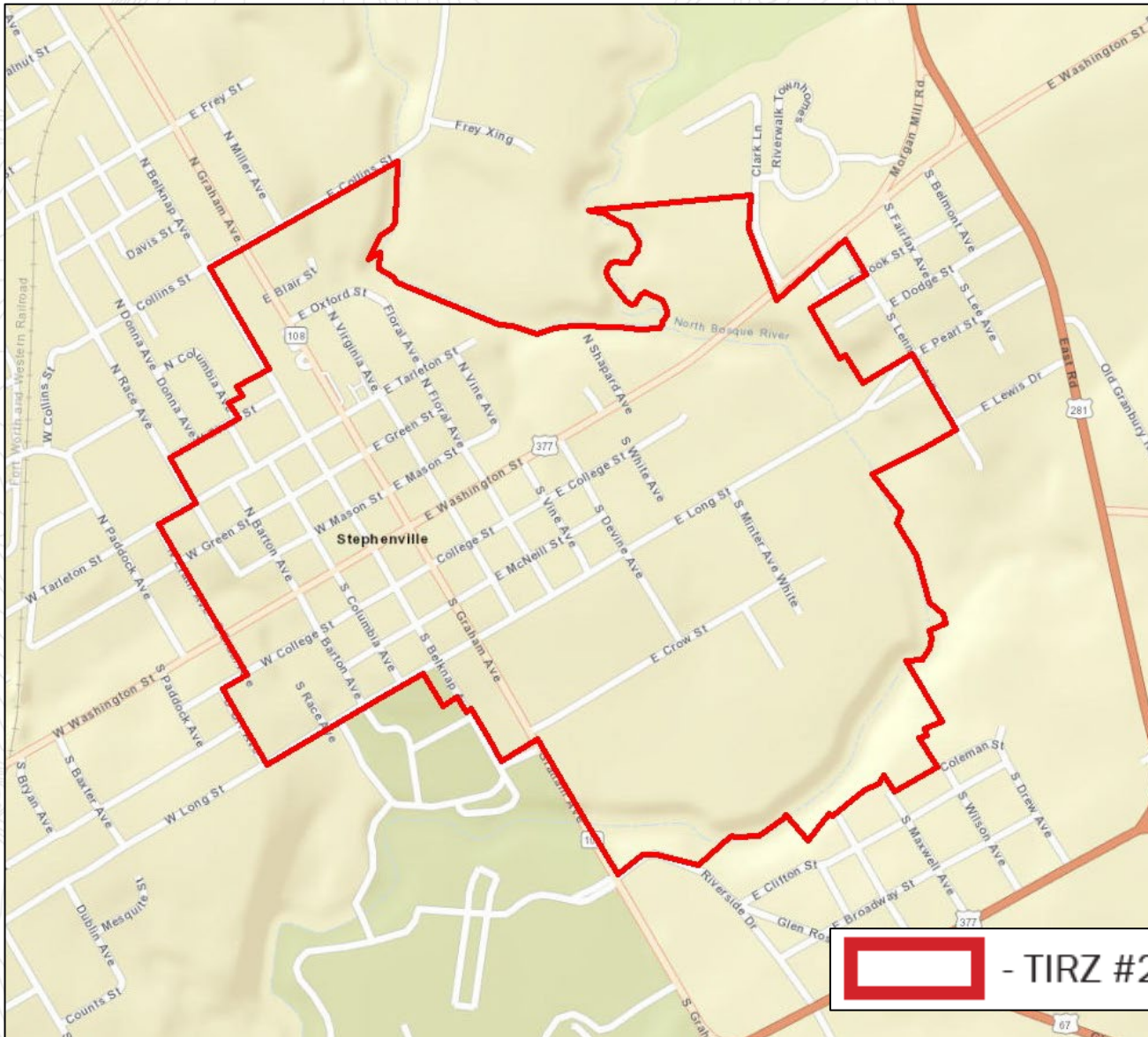
- No change to the term, terminating December 31, 2045



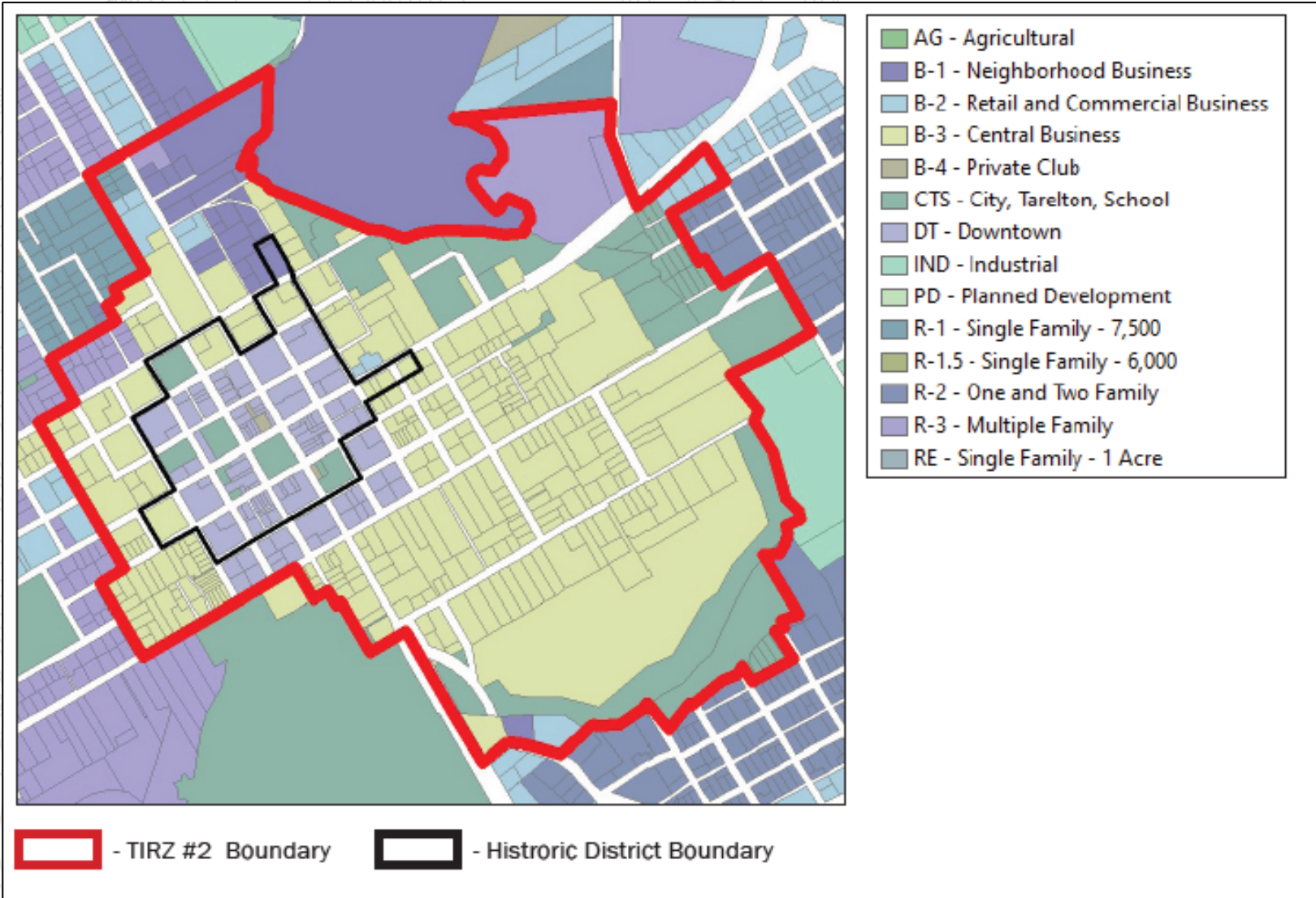
Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
CITY OF STEPHENVILLE RP & BPP	\$34,937,880	\$15,359,795	\$19,578,085
CITY OF STEPHENVILLE SALES	\$35,783,101	\$25,016,340	\$10,766,761
ERATH COUNTY	\$27,425,971	\$0	\$27,425,971
MIDDLE TRINITY WATER	\$644,382	\$0	\$644,382
ERATH ROAD & BRIDGE	\$8,933,081	\$0	\$8,933,081
STEPHENVILLE ISD	\$101,282,779	\$0	\$101,282,779
ECONOMIC DEVELOPMENT	\$3,253,009	\$1,295,416	\$1,957,593
ERATH COUNTY SALES	\$13,012,037	\$0	\$13,012,037
Total	\$225,272,241	\$41,671,551	\$183,600,690

TIRZ #2 Creation

TIRZ #2 BOUNDARIES



TIRZ #2 BOUNDARIES



TIRZ #2 PROPOSED DEVELOPMENT

Item 2.



DAVID PETTIT
Economic Development

	Initial Completion Date	Square Feet/Units	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
TIRZ 2						
PHASE ONE						
TOWNHOMES	2024	14	\$ 225,000	\$ 3,150,000	\$ -	\$ -
RESIDENTIAL	2024	2	\$ 125,000	\$ 250,000	\$ -	\$ -
COMMERCIAL	2024	4,160	\$ 100	\$ 416,000	\$ -	
RESIDENTIAL	2025	14	\$ 125,000	\$ 1,750,000	\$ -	
COMMERCIAL	2025	5,000	\$ 100	\$ 500,000	\$ -	
TOWNHOMES	2026	104	\$ 225,000	\$ 23,400,000	\$ -	
COMMERCIAL	2026	10,000	\$ 100	\$ 1,000,000	\$ 300	\$ 3,000,000
COMMERCIAL	2026	2,500	\$ 100	\$ 250,000	\$ 300	\$ 750,000
				\$ 30,716,000		\$ 3,750,000
PHASE TWO						
COMMERCIAL	2028	5,000	\$ 100	\$ 500,000	\$ 300	\$ 1,500,000
HOTEL	2028	80	\$ 125,000	\$ 10,000,000	\$ -	\$ -
RESIDENTIAL	2028	225	\$ 125,000	\$ 28,125,000	\$ -	\$ -
TOWNHOMES	2030	50	\$ 225,000	\$ 11,250,000	\$ -	\$ -
COMMERCIAL	2030	10,000	\$ 100	\$ 1,000,000	\$ 300	\$ 3,000,000
RESIDENTIAL	2030	150	\$ 125,000	\$ 18,750,000	\$ -	\$ -
TOWNHOMES	2032	75	\$ 225,000	\$ 16,875,000	\$ -	\$ -
COMMERCIAL	2032	15,000	\$ 100	\$ 1,500,000	\$ 300	\$ 4,500,000
RESIDENTIAL	2034	210	\$ 125,000	\$ 26,250,000	\$ -	\$ -
				\$ 114,250,000		\$ 9,000,000
Total				\$ 144,966,000		\$ 12,750,000

TIRZ #2



TIRZ #2 PROPOSED TIRZ REVENUE

- City of Stephenville contributing 60% of its real property increment
- 30-year term, to end on December 31, 2052

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
CITY OF STEPHENVILLE	\$27,912,459	\$13,084,477	\$14,827,983
ERATH COUNTY	\$17,157,580	\$0	\$17,157,580
MIDDLE TRINITY WATER	\$403,123	\$0	\$403,123
ERATH ROAD & BRIDGE	\$5,588,500	\$0	\$5,588,500
STEPHENVILLE ISD	\$63,362,108	\$0	\$63,362,108
ECONOMIC DEVELOPMENT	\$550,496	\$0	\$550,496
ERATH COUNTY SALES	\$2,201,985	\$0	\$2,201,985
Total	\$117,176,252	\$13,084,477	\$104,091,775

NEXT STEPS

- November 1, 2022
 - Consider amendment to the Creation Ordinance for TIRZ #1 to expand the boundaries
 - Consider Creation Ordinance to create TIRZ #2

Sec. **Multifamily/lodging license**

(A) License required.

(1) A person who rents or leases to another person three or more residential dwelling units that are part of a multifamily dwelling must obtain and maintain a current and valid multifamily issued in accordance with the provisions of this section. A person commits an offense if the person operates or causes to be operated a multifamily without a valid multifamily issued by the City under the provisions of this section.

(2) As used in this section:

(a) "Representative sample" means any number of dwelling units at the multifamily dwelling or as determined by the Director of Development Services based upon criteria such as, but not limited to, the age of the dwelling units, buildings, and structures, past inspection performance, and complaint history.

(b) "Comprehensive inspection" means an interior and exterior inspection of all of the dwelling units and non-dwelling buildings and structures comprising a multifamily dwelling or including without limitation common areas, offices, storage rooms, mail rooms, laundry facilities, and parking lots.

(c) "Licensee" includes, unless the context clearly requires the restrictive meaning, an applicant for a multifamily/lodging license as well as the holder of a license.

(B) Application for license; required information and certifications. An applicant for a license shall file with the City a written application, on the form provided for that purpose, signed by the owner or an authorized agent of the owner.

(1) An application for a license, whether an original or a renewal, must be made to the Director of Development Services by the intended operator of the multifamily dwelling. A signed, completed application form (which may, if allowed by the Director of Development Services, be in electronic form and electronically signed) shall be filed with the Director of Development Services. An unsigned or incomplete application will not be processed. The application shall require, and the applicant shall provide, the following information:

(a) The full name of the owner (whether or not the owner intends to directly operate the multifamily dwelling) and the full name of the property manager or other intended operator (if the multifamily dwelling will be operated by a third-party).

(b) The owner's and the property manager's or operator's (if any) street address, mailing address (if different), and telephone number.

(c) The trade name under which the multifamily dwelling is or will be operated.

(d) The address of the premises on which the multifamily dwelling or is or will be located.

(e) The name, mailing address, and telephone number of a person who will act as the applicant's agent and liaison with the Director of Development Services for matters relating to inspections of the premises as required by this section, and to receive notices and other communications provided in

article. The applicant shall provide a telephone number at which a representative of the owner is contacted at any time in emergencies. Notices sent to the address provided shall be considered as notice to the owner unless the owner provides new information as required in this subsection to the Director of Development Services.

(f) For multifamily dwellings that contain individually-owned condominium units that are managed by a homeowners association or third-party property management company, the name, address, and telephone number of the homeowners association or third party management company.

(2) The original application shall be accompanied by the following:

(a) Payment in full, by certified check, cashier’s check, money order or other same-day funds of the required license fee;

(b) A statement under oath or certified under penalty of perjury attesting to:

- (i) The assumed name of the multifamily dwelling is operated under an assumed name;
- (ii) Such other information as required by the Director of Development Services necessary to the enforcement of the provisions of this article.

(3) Except for new construction, the applicant shall submit evidence with the application that the multifamily dwelling has been treated for insects, rodents, and vermin within the preceding six (6) months by a person licensed under the Texas Structural Pest Control Act.

(4) The applicant shall acknowledge that, as a condition of obtaining and maintaining a valid multifamily, an owner must comply with all applicable sections relating to nuisance abatement, noise control and public and semipublic swimming pools. Provisions of this chapter that are applicable to dwelling units of a multifamily dwelling apply equally to related non-dwelling structures of a premises, including but not limited to offices, storage rooms, laundry facilities, club houses, and swimming pool-related buildings.

(5) The applicant shall certify that each multifamily unit for which the application is submitted is equipped with properly working smoke alarms and, if the premises are equipped with a cooling tower for air conditioning, and

(6) The applicant shall certify that no multifamily dwelling unit will violate the occupancy limits

(C) Application deadline; term.

(1) Applications for a multifamily are due by March 1 of each calendar year.

(2) A multifamily is valid from the effective date stated on the issued license until December 31, unless sooner revoked or issued as a provisional license to a new owner under the provisions of subsection (G)(4)(c).

(D) Posting required; nontransferable; new license required on transfer.

(1) A license issued pursuant to this section shall be posted and displayed in the multifamily dwelling

or office or a conspicuous place to which occupants have access. A replacement license may be for one lost, destroyed, or mutilated upon application on the form provided by the City. A replacement license shall have the word "replacement" stamped across the face and shall bear the same number as the one it replaces.

(2) A multifamily dwelling license is not assignable or transferable.

(3) A new license must be obtained whenever there is a change in the ownership of the premises on which the multifamily dwelling is located; a change in the management or operation of the premises occurs; or when other changes affecting the material terms or information contained in the application for the present license renders that information materially inaccurate.

(E) License fees.

(1) The annual permit fee for a multifamily license is \$50 per dwelling unit. The fee for a new license shall be prorated based on the date the application is submitted in relation to the number of calendar months remaining in the calendar year of application. An additional late fee of 1/12th of the annual license fee is due for each month the payment of the annual fee is delinquent.

(2) Upon a change in ownership of the multifamily dwelling a new license shall be obtained within thirty (30) days of the change with the fee charged on a prorated basis.

(F) Inspections.

(1) Application for the issuance of a multifamily constitutes consent to inspection by the City of the multifamily dwelling and, subject to the rights of the occupants of a dwelling or lodging room, the dwelling units that comprise a multifamily dwelling in order to determine compliance with this Code. A licensee shall make all exteriors, all interior and exterior public areas, and all vacant multifamily dwelling units available to City representatives at all reasonable times for the purpose of making inspections to determine compliance with this Code.

(2) For purposes of inspecting an occupied multifamily dwelling unit and unless otherwise authorized by consent, the Director and the Director's representatives are hereby designated and authorized to obtain a search warrant or other order of a court.

(3) No less than annually, the City shall inspect a representative sample of the multifamily dwelling or. If an inspection reveals a violation, the City shall provide the licensee with notice of each violation and a demand for full compliance.

(4) The City will thereafter conduct subsequent follow-up inspections to determine compliance. In the event that two or more re-inspections are required for a noted violation before the violation is corrected, the property owner shall be charged a one-hundred dollar (\$100.00) reinspection fee for the third and each subsequent reinspection for each dwelling unit in which a previously noted but uncorrected violation exists.

(G) Unsatisfactory performance on annual inspection.

(1) If the annual inspection of a representative sample of individual dwelling units life safety or violations totaling in number a sum that is greater than the number of dwelling units inspected, the licensee shall pay a surcharge of half the amount of its standard annual fee for a multifamily in addition to the annual license fee at the time of the next license renewal.

(2) Upon making a determination that a licensee is subject to a surcharge, the Director of Development Services shall provide notice of the increased renewal fee by certified mail, personal service, or courier-receipted commercial delivery sent to the address noted on the licensee's application. The licensee may appeal an assessed surcharge to the City Manager or a designated representative of the City Manager by filing a written notice of appeal with the Director of Development Services. The City Manager or a representative designated by the City Manager shall render a decision on the appeal within five days of the date of the hearing, which decision shall be final.

(3) A multifamily dwelling operated by a licensee that is required to pay a surcharge under subsection (G)(1) is subject to a comprehensive inspection. Upon the completion of a comprehensive inspection, the City shall provide the property owner with notice of each violation and a demand for full compliance. Non-critical violations shall be corrected within sixty days of the date of the notice of violation. Life-safety and critical violations shall be corrected within the time specified in the notice of violation. If a follow-up inspection reveals the continuance of any violation after the applicable period for compliance has passed, the City may order the licensee to post a bond, letter of credit, or escrow deposit in the amount of twenty percent the multifamily dwelling's appraised value as appraised by the Erath County Appraisal District. The licensee shall post the bond or other security within thirty days after receipt of notice from the Director of Development Services. Any funds obtained by the City under a bond, letter of credit, or escrow account posted under this section shall be used only for the purpose of reimbursing the City the costs associated with correcting uncorrected violations at the multifamily dwelling or for demolishing buildings or structures that pose an imminent threat to the life, safety or welfare of the occupants or the public. The amount of any funds deposited shall not be part of the general fund.

(4) The bond or other posted security shall be maintained in the full amount originally posted for not less than one year from the date of posting. The City shall return or cancel the bond or other posted security (or such portions as may remain at the time):

(a) When the multifamily dwelling becomes fully compliant prior to the City's intervention through usage of the proceeds of the bond or other posted security;

(b) If the property has not been cited with a life safety or critical violation within eight months following the posting of the bond or other security; or

(c) When the property is sold to a new owner that is unaffiliated with the current licensee; provided that:

(i) A license issued to a new owner for a property that is subject to the bond requirements of this subsection may be issued as a provisional license only and shall be valid for a period not to exceed

days; and

(ii) The bond shall remain in full force and effect until an annual, non-provisional license is issued for the property.

(H) Revocation of license. A multifamily may be revoked:

(1) If the licensee has repeatedly failed to comply with the requirements of this chapter;

(2) If one or more dwelling units covered under the license have been substandard for more than sixty days following the delivery of notice of violation;

(3) If the multifamily dwelling covered under the license represents an imminent threat to the life, health or safety of any person;

(4) If the licensee has failed to post or maintain the bond or other security as may be required by subsection (G)(3); or

(5) The licensee has failed to pay, after notice, a reinspection fee imposed under subsection (F)(4).

The Director of Development Services shall provide notice of revocation by certified mail, personal service, or courier-receipted commercial delivery sent to the address provided on the licensee's application. The licensee may appeal the revocation to the City Manager by filing a written notice of appeal with the Director of Development Services within ten days of delivery of the notice of revocation. The City Manager or a designated representative of the City Manager shall provide an opportunity for a hearing on the appeal, and shall render a decision on the appeal within ten days of the date of the hearing. The decision of the City Manager or the designated representative shall be final.



STAFF REPORT

SUBJECT: Consider approval of Municipal Court Collections Contract

DEPARTMENT: Finance

STAFF CONTACT: Monica Harris

RECOMMENDATION:

Staff is requesting the Finance Committee to approve moving the contract for Municipal Court Collections with Linebarger Goggin Blair and Sampson LLP to council with a positive recommendation.

BACKGROUND:

When citations are issued, each defendant is given two chances to attend court to dispose the citation. When this does not occur warrants are issued; however, even that does not frequently result in the defendant contacting the Court to work on the disposition of the citation. As of September 30, 2022, Stephenville Municipal Court has 1,615 open citations with a balance of \$472,084.12. 1,024 citations are over 180 days old totaling \$322,466.62, which about 75% of those are anticipated uncollectible.

State statute allows for the Court to submit these cases for collection and the addition of the 30% collection fee added to the fines and fees as a pass-through to the defendant.

FISCAL IMPACT SUMMARY:

There is no additional cost to the City for these services, as the collection fee is added to the citation when it is sent to collections, but the fee is not paid until collected. Collection services should increase the revenue collected and/or disposition rate on citations issued.

ALTERNATIVES

Not approve the contract.

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF ERATH

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the City of Stephenville, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code

of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) zero (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and,

notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective on the date it is fully executed by all the parties (the "Effective Date") and shall expire on December 31, 2026 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall

continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be

seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Stephenville
City Manager's Office
298 W. Washington St
Stephenville, TX 76401

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the ___ day of _____, 2022.

City of Stephenville

By: _____
Honorable Doug Svien, Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Carrie Pickering, Partner
For the FIRM

RESOLUTION

The **City Council** of the City of Stephenville, Texas, convened at a regular meeting of said Council at the City Hall of said city on the 1st day of November, 2022, when among other business, the following was transacted with a quorum of members present:

RESOLUTION AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

- 1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
- 2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
- 3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;
- 4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR
- 5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

_____ introduced this resolution and made a motion that the same be adopted. _____ seconded the motion for adoption of the resolution. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: _____
 NAYS: _____
 ABSTENTIONS: _____

The Mayor thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

WHEREAS, the City of Stephenville, Texas wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said City and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, the governing body of said City is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, SITTING AS THE GOVERNING BODY OF SAID CITY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND

(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;

(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b) OR OTHER LAW;

(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;

(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR

(5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,

WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2022.

CITY OF STEPHENVILLE

BY: _____
Honorable Doug Svien
Mayor

ATTEST:



STAFF REPORT

SUBJECT: EMS Billing Contract

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider a new contract award for EMS billing services.

BACKGROUND:

The current EMS billing company is at the end of contract and two extensions. Requests for Proposals were advertised on September 3rd and 10th. The city received proposals from two EMS collection firms on September 23, 2022. The proposals were evaluated and ranked based on specific weighted criteria, including experience, references, billing and collections history, reports, as well as rates and expenses. The review committee ranked each proposal independently and the results were compiled for rankings. Although the submittals were from capable firms, the submittal by Emergicon ranked the highest due to the firm's experience, references, and rates. A copy of the ranking sheet is attached to this report.

FISCAL IMPACT SUMMARY:

Both proposals indicate a potential increase in revenue with lower rates than the current provider.

ALTERNATIVES

Deny all proposals and solicit again.

EMS Billing RFP Grading

	Max Pts.	Emergicon		Change Healthcare	
		Raw	%	Raw	%
Procedures and Reports	3	8	2.4	8	2.4
Billing and Collections	3	9	2.7	5	1.5
Rates and Expenses	2	10	2	7	1.4
Qualifications and Experience	1	9	0.9	9	0.9
References and Feedback	1	10	1	7	0.7
	10	46	9	36	6.9

Public Works
STAFF REPORT



SUBJECT: West Long Street Reconstruction
MEETING: Council Meeting – 18 OCT 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends award of the West Long Street Reconstruction Project to Jay Mills Contracting, Inc. in the amount of \$5,964,423.94.

BACKGROUND:

Long Street is and has been in disrepair for a number of years. The original Thurber brick paving was overlaid with asphalt which has raveled under the moving of the bricks. Additionally, multiple water and sewer repairs have been performed leaving asphalt patches in the brick pavement resulting in an uneven travel surface and a poor ride quality.

On September 27, 2022, the City of Stephenville opened bids for the above referenced project. A single bid was received from Jay Mills Contracting, Inc. of Stephenville, TX.

PROJECT:

The project includes reconstruction of Long Street from Alexander Road to Graham Avenue. The existing roadway will be reconstructed with curb and gutter, sidewalks, crosswalks, and ADA compliant ramps along the north and south sides of the street. Existing cast iron water lines and clay sewer lines will be replaced. The existing stormwater culvert crossing will also be replaced. Atmos Energy recently completed new gas line installations in the project area.

Long Street between Graham Avenue and Race Street will be restored with a brick surface supported by a concrete base. Asphalt pavement is specified between Race Street and Alexander Road. Concrete paving is included as a bid alternate.

Jay Mills Contracting, Inc. has performed many projects with similar scopes for the City of Stephenville. A favorable recommendation, copy attached, has been received from Freese and Nichols, Inc. the design Engineering firm of Record.

Construction is anticipated to take a year to complete.

FISCAL IMPACT SUMMARY:

\$6.5 million in project funding was appropriated in the adopted FY22-23 budget.

Below is a tabulation of the single bid received. It is recommended the contract be awarded for the full Base Bid amount of \$5,168,343.94, plus Add Alternate B for sidewalks in the amount of \$796,080.00, for a total amount of \$5,964,423.94.

The alternate cost bid for concrete pavement is an additional \$657,862.50. The total bid with concrete pavement and sidewalks is \$6,622,286.44.

Two (2) speed warning signs were also bid as an add alternate. After reviewing the bid, it was determined these signs could be installed by in-house staff at a much lower cost; therefore, it is not recommended to award Add Alternate C.

BID OPENING	BIDDER
<u>WEST LONG STREET RECONSTRUCTION PROJECT</u> Date: September 27, 2021 – 10:00 a.m.	Jay Mills Contracting, Inc. Stephenville, TX
BASE BID	\$ 5,168,343.94
ADD ALTERNATE A – Concrete Paving	\$ 657,862.50
ADD ALTERNATE B – Sidewalks	\$ 796,080.00
ADD ALTERNATE C – Speed Warning Signs	\$ 40,000.00
TOTAL BASE BID + ADD ALTERNATE A & B	\$ 6,622,286.44
TOTAL BASE BID + ADD ALTERNATE B	\$ 5,964,423.94

ATTACHMENTS:

[Recommendation Letter from Freese and Nichols, Inc.](#)



Innovative approaches
Practical results
Outstanding service

September 27, 2022

Mr. Nick Williams, P.E., CFM
Director, Public Works Department
City of Stephenville
298 W. Washington, Stephenville, TX 76401

Re: West Long Street Reconstruction – Recommendation of Award

Dear Mr. Williams:

Listed below are the summarized bid results for the West Long Street Reconstruction project. A total of one bid proposal was received on September 27, 2022. The bidder submitted appropriate bid bonds, acknowledged issued addenda, and was determined to be responsive.

Contractor: Jay Mills Contracting, Inc.				
Base Bid	Alternate A	Alternate B	Alternate C	Base Bid + Alternates A-C
\$5,168,343.94	\$657,862.50	\$796,080.00	\$40,000.00	\$6,662,286.44

Based on their bid proposal and previous construction experience on similar projects, Freese and Nichols, Inc. (FNI) recommends that the City of Stephenville award the contract to Jay Mills Contracting, Inc. as the principal contractor for this project.

FNI supports award of the Base Bid and Alternate B only, for a combined total of \$5,964,423.94. We believe this combination meets the intended purpose of this project for the most reasonable cost.

Sincerely,

Freese and Nichols, Inc.

Colton Fisher, PE, RAS

Project Manager

Attachment: Bid tabulation

Public Works
STAFF REPORT



SUBJECT: Eastside Sewer Interceptor – Phase I Project
MEETING: Council Meeting – 18 OCT 2022
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends award of the Eastside Sewer Interceptor – Phase I Project to MH Civil Constructors, Inc. in the amount of \$22,517,000.

BACKGROUND:

On August 24, 2022, the City of Stephenville opened bids for the above referenced project. Eight bids were received with the lowest bid received being from MH Civil Constructors, Inc. of Amarillo, TX.

PROJECT:

The project includes the installation of approximately three miles of gravity sanitary sewer pipe ranging in size from 4-inch to 48-inch diameter using various installation methods including open-cut trenching, boring, and tunneling. The project will span from the Stephenville Wastewater Treatment Plant northwards to Collins Street along the east side of the Bosque River.

MH Civil Constructors, Inc. was awarded the Transmission Line and Site Civil project for the 536 Wellfield and has performed well. The contractor’s work history and references have been vetted and the design engineer of record, Parkhill, recommends award to MH Civil Constructors, Inc. Attached is a copy of the Award Recommendation Letter received from Parkhill.

Construction is anticipated to take twenty months to complete.

FISCAL IMPACT SUMMARY:

MH Civil Constructors, Inc. provided a bid of \$22,517,000.

Project funding is available by \$17,649,179 available from a combination of carryover, America Rescue Plan Act (ARPA) funds, and cash reserves, as well as \$5,012,300 from 2022 bonds, for a total of \$22,661,479 in the adopted FY22-23 budget. This amount leaves a difference of \$144,479.00. If awarded, discussions will commence with the contractor to identify possible cost-saving measures.

A tabulation of the bids received is included with the Award Recommendation Letter received from Parkhill.

ATTACHMENTS:

[Award Recommendation Letter - Parkhill](#)

September 6, 2022

Mr. Nick Williams, PE
Public Works Director
City of Stephenville
298 W. Washington
Stephenville, Texas 76401

Re: City of Stephenville Eastside Sewer Interceptor Ph. 1
TWDB Project No. 73744
Recommendation for Award of Construction Contract

Dear Mr. Williams:

Parkhill reviewed bids for the noted project received on August 24, 2022, and determined all bids were submitted in accordance with guidelines established in the bid documents as well as procedures adopted by City of Stephenville (City). Bids were determined tabulated properly and are consistent with figures recorded during the bid opening. Enclosed is a detailed bid tabulation form for reference.

Based on review of the provided qualifications and references, we recommend the Construction Contract for the City of Stephenville Eastside Sewer Interceptor Ph. 1 TWDB Project No. 73744 project be awarded to low bidder, MH Civil Constructors, Inc. including all Base Bid Proposal items for a **total Contract amount of \$22,517,000.00.**

If additional cost savings measures are desired, the City may elect to award Additive Alternate items A-1 and A-4 for a reduction of \$56,900.00 to the total contract amount. It is also recommended that a value engineering discussion be had with MH Civil, after the contract award phase, regarding the transition from '30-inch SDR-26 PVC Pipe' (Line Item 19) to '30-inch FRP Pipe' to determine the best combination for maximum cost savings. This could potentially save the City an additional \$71,925.00 in pipe costs alone.

For anything further, please contact me directly at 817.633.0434 or rkenerly@parkhill.com.

Sincerely,

PARKHILL

By 
Ryan Kennerly, PE, DBIA
Principal

RK/kg
Encl

\\Data1\Projects 2\2018\0963.18\04_PRCMNT\04_OPEN\2022_Interceptor-Phase1\Owner-AwardRecommendation.docx



CITY OF STEPHENVILLE EASTSIDE SEWER INTERCEPTOR PHASE 1 T2WB PROJECT # 73744

STEPHENVILLE, TEXAS

02/24/2022

2:00 PM

BASE BID				MH CIVIL CONSTRUCTORS, INC. PO BOX 15623 AMARILLO, TEXAS 79105		MCKEE UTILITY CONTRACTORS, INC. 2319 W. MAIN STREET PRAGUE, OKLAHOMA 74864		BELT CONSTRUCTION OF TEXAS, LLC PO BOX 887 TEXARKANA, TEXAS 75704		SPEISS CONSTRUCTION CO. INC 251 S. BROADWAY STREET, #148 CIRCUIT, CALIFORNIA 92408		S J LOUIS OF TEXAS LTD 529 S. 6TH AVENUE MANFIELD, TEXAS 76863		OSCAR RENDA CONTRACTING, INC. 1100 KUBOTA DRIVE GRAPEVINE, TEXAS 76061		MOUNTAIN CASCADE OF TEXAS, LLC E340 EAST US HIGHWAY 67 ALVARADO, TEXAS 76009		ARK CONTRACTING SERVICES, LLC 420 S. DICK PRICE ROAD KENNEDALE, TEXAS 76860			
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization / Demobilization	1	EA	\$458,025.00	\$458,025.00	\$1,150,000.00	\$1,150,000.00	\$1,250,000.00	\$1,250,000.00	\$850,000.00	\$850,000.00	\$1,500,000.00	\$1,500,000.00	\$850,000.00	\$850,000.00	\$1,500,000.00	\$1,500,000.00	\$1,083,289.00	\$1,083,289.00	\$2,236,309.00	\$2,236,309.00
2	Tie into Existing Pipe	1	EA	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$22,000.00	\$22,000.00	\$44,910.00	\$44,910.00
3	Tie into Existing Manhole (2'1" sewer tie-in)	1	EA	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$36,000.00	\$36,000.00	\$429,861.00	\$429,861.00
4	Big-Pipe pumping for 21" tie-in	1	LS	\$37,400.00	\$37,400.00	\$24,767.00	\$24,767.00	\$29,000.00	\$29,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$16,469.00	\$16,469.00
5	4"PP Manhole (0-6' depth)	41	EA	\$34,500.00	\$1,414,500.00	\$25,000.00	\$1,025,000.00	\$7,000.00	\$287,000.00	\$1,107,000.00	\$330,000.00	\$1,200,000.00	\$67,100.00	\$2,751,100.00	\$40,000.00	\$1,640,000.00	\$80,000.00	\$3,200,000.00	\$1,800,000.00	\$7,180,100.00	\$3,351,010.00
6	Precast Concrete Manhole (0-6' depth)	1	EA	\$34,800.00	\$34,800.00	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$24,000.00	\$24,000.00	\$33,200.00	\$33,200.00	\$40,000.00	\$40,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$44,000.00	\$7,991.00	\$7,991.00
7	Extra depth for manholes greater than 14"RP or Pre-cast	982	VF	\$60.00	\$58,920.00	\$1,000.00	\$980,000.00	\$600.00	\$588,000.00	\$500.00	\$490,000.00	\$400.00	\$392,000.00	\$100.00	\$98,000.00	\$100.00	\$98,000.00	\$100.00	\$98,000.00	\$7,142,500.00	\$697,000.00
8	30" FRP Pipe	2,750	LF	\$793.00	\$2,180,750.00	\$448.00	\$1,232,000.00	\$989.00	\$2,709,000.00	\$999.00	\$2,747,250.00	\$924.00	\$2,531,000.00	\$910.00	\$2,492,250.00	\$910.00	\$2,492,250.00	\$910.00	\$2,492,250.00	\$1,828.00	\$5,017,000.00
9	48" FRP Pipe	11,310	LF	\$888.00	\$10,041,480.00	\$797.00	\$9,074,070.00	\$1,040.00	\$11,760,400.00	\$991.00	\$11,208,210.00	\$899.00	\$10,148,150.00	\$899.00	\$10,148,150.00	\$1,310.00	\$14,816,150.00	\$921.00	\$10,416,150.00	\$1,828.00	\$20,629,440.00
10	48" FRP Pipe	1,420	LF	\$1,123.00	\$1,594,660.00	\$900.00	\$1,278,000.00	\$1,802.00	\$2,558,840.00	\$1,500.00	\$2,145,000.00	\$1,036.00	\$1,471,960.00	\$1,500.00	\$2,130,000.00	\$1,400.00	\$1,960,000.00	\$1,400.00	\$1,960,000.00	\$2,074.00	\$2,945,080.00
11	Trenching	4,000	LF	\$1,852.00	\$7,408,000.00	\$4,000.00	\$16,000,000.00	\$1,450.00	\$5,800,000.00	\$977,250.00	\$3,909,000.00	\$2,300.00	\$9,200,000.00	\$2,722.00	\$10,888,800.00	\$2,500.00	\$10,000,000.00	\$2,400.00	\$9,600,000.00	\$3,377.00	\$13,513,750.00
12	Boring/Jacking	1,722	LF	\$1,381,100.00	\$2,368,062.00	\$4,000.00	\$6,888,000.00	\$1,800.00	\$3,100,000.00	\$3,099,800.00	\$5,299,800.00	\$2,300.00	\$3,966,600.00	\$2,884.00	\$4,966,248.00	\$2,500.00	\$4,300,000.00	\$2,400.00	\$4,152,800.00	\$3,377.00	\$39,819,104.00
13	48" Steel Casing in Bore	80	LF	\$1,014.00	\$81,120.00	\$50.00	\$4,000.00	\$130.00	\$10,400.00	\$140.00	\$11,200.00	\$170.00	\$13,600.00	\$170.00	\$13,600.00	\$170.00	\$13,600.00	\$2,300.00	\$184,000.00	\$440.00	\$35,200.00
14	48" Steel Casing in Bore	1,026	LF	\$1,026.00	\$1,052,800.00	\$100.00	\$102,600.00	\$150.00	\$153,900.00	\$150.00	\$153,900.00	\$80.00	\$82,080.00	\$100.00	\$102,600.00	\$100.00	\$102,600.00	\$100.00	\$102,600.00	\$2,818,700.00	\$440.00
15	60" Steel Casing in Bore	200	LF	\$1,229.00	\$245,800.00	\$150.00	\$30,000.00	\$160.00	\$32,000.00	\$940.00	\$188,000.00	\$220.00	\$44,000.00	\$800.00	\$160,000.00	\$2,900.00	\$580,000.00	\$2,900.00	\$580,000.00	\$440.00	\$88,000.00
16	4" SDR-26 PVC Pipe	40	LF	\$4,880.00	\$1,952,000.00	\$1,000.00	\$40,000.00	\$200.00	\$8,000.00	\$16,000.00	\$64,000.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$2,500.00	\$10,000.00
17	8" SDR-26 PVC Pipe	15	LF	\$1,355.00	\$20,325.00	\$97.00	\$1,455.00	\$285.00	\$4,275.00	\$220.00	\$3,300.00	\$33.00	\$495.00	\$50.00	\$750.00	\$120.00	\$1,800.00	\$120.00	\$1,800.00	\$4,200.00	\$63,000.00
18	16" SDR 26 PVC Pipe	15	LF	\$140.00	\$2,100.00	\$250.00	\$3,750.00	\$300.00	\$4,500.00	\$540.00	\$8,100.00	\$630.00	\$9,450.00	\$750.00	\$11,250.00	\$900.00	\$13,500.00	\$830.00	\$12,450.00	\$1,944.00	\$29,172.00
19	30" SDR-26 PVC Pipe	680	LF	\$660.00	\$448,800.00	\$50.00	\$33,500.00	\$395.00	\$268,550.00	\$700.00	\$476,000.00	\$1,040.00	\$706,800.00	\$420.00	\$285,600.00	\$720.00	\$489,600.00	\$720.00	\$489,600.00	\$403,200.00	\$268,070.00
20	Heavy Polyethylene Warning Tape	16,276	LF	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$0.20	\$3,255.20	\$16,276.00	\$3,255.20
21	Trench Safety	16,276	LF	\$5.00	\$81,380.00	\$2.25	\$36,618.00	\$1.00	\$16,276.00	\$1.00	\$16,276.00	\$2.50	\$40,690.00	\$5.00	\$81,380.00	\$5.00	\$81,380.00	\$5.00	\$81,380.00	\$10.00	\$162,760.00
22	4" Plug	6	EA	\$2,800.00	\$16,800.00	\$250.00	\$1,500.00	\$700.00	\$4,900.00	\$50.00	\$300.00	\$100.00	\$600.00	\$50.00	\$300.00	\$50.00	\$300.00	\$2,000.00	\$12,000.00	\$80.00	\$480.00
23	8" Plug	1	EA	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$800.00	\$800.00	\$100.00	\$100.00	\$200.00	\$200.00	\$100.00	\$100.00	\$100.00	\$100.00	\$2,400.00	\$2,400.00	\$12,080.00	\$12,080.00
24	18" Plug	1	EA	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00	\$600.00	\$600.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
25	30" Plug	1	EA	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$7,800.00	\$15,847.00	\$15,847.00	
26	Asphalt/Preventer Repair	70	SY	\$200.00	\$14,000.00	\$250.00	\$17,500.00	\$100.00	\$7,000.00	\$100.00	\$7,000.00	\$200.00	\$14,000.00	\$40.00	\$2,800.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$1,750.00	
27	Caliche Roadway	3,170	SY	\$38.00	\$120,860.00	\$50.00	\$158,500.00	\$30.00	\$95,100.00	\$35.00	\$111,000.00	\$12.00	\$38,040.00	\$15.00	\$47,550.00	\$18.00	\$57,060.00	\$40.00	\$126,800.00	\$25.00	\$79,250.00
28	Installed Wire Fencing & Gates	1,710	LF	\$45.00	\$76,950.00	\$15.00	\$25,650.00	\$30.00	\$51,300.00	\$35.00	\$59,850.00	\$30.00	\$51,300.00	\$10.00	\$17,100.00	\$10.00	\$17,100.00	\$10.00	\$17,100.00	\$7,300.00	\$132,250.00
29	Plan Work Restore & Repair as Needed	1	LS	\$13,000.00	\$13,000.00	\$100,000.00	\$100,000.00	\$70,000.00	\$70,000.00	\$400,000.00	\$400,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$350,000.00	\$350,000.00	\$150,000.00	\$150,000.00	\$13,858.00	\$13,858.00
30	SWPPP	1	LS	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00	\$29,000.00	\$29,000.00	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	\$90,760.00	\$90,760.00
31	Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$11,000.00	\$11,000.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$120,500.00	\$120,500.00
32	Fence Repair & Restore as Needed	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$36,100.00	\$36,100.00
33	Remove & Reinstall Retaining Wall	1	LS	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$1.00	\$1.00	\$30,000.00	\$30,000.00	\$90,000.00	\$90,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$24,100.00	\$24,100.00
34	Temporary Power Poles and Guy Wire Relocation	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$24,100.00	\$24,100.00
35	Site Restoration/High Masts & Vegetation Replacement	1	LS	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00	\$95,000.00	\$95,000.00	\$50,000.00	\$50,000.00	\$250,000.00	\$250,000.00	\$331,375.00	\$331,375.00
36	Tie into existing 6" Clay/Tie Pipe	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$8,048.00	\$8,048.00
37	Remove & Reinstall Manhole with 6" and 8" Sewer Tie-ins	1	LS	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$24,000.00	\$24,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$90,000.00	\$90,000.00	\$10,000.00	\$10,000.00	\$19,336.00	\$19,336.00
BASE BID TOTAL					\$22,817,000.00		\$23,758,000.00		\$26,388,000.00		\$28,968,850.00		\$27,029,250.00		\$31,389,600.00		\$31,462,240.00		\$31,336,000.00		\$47,767,110.00
ADDITIVE ALTERNATE																					